

DEPARTMENT OF THE AIR FORCE
HEADQUARTERS UNITED STATES AIR FORCE
WASHINGTON 25, D.C.



OSA-0643-65
#1460

REPLY TO:
Auditor General Representative (APL)



5 February 1965

SUBJECT: Summary of Results of Negotiation
CPIF Contracts BT-1943 and IK-4666
Itek Corporation
Waltham, Massachusetts

TO : Contracting Officer

1. A negotiation conference was held on 12 January 1965 at headquarters in order to settle the submissions of above subject contracts. Those in attendance were:



- Contractor's Representative
- Contracting Officer
- Auditor General Representative
- Auditor

2. Results of Negotiation

The following summaries show the contractor's submissions, the auditor's recommendations and the amounts negotiated.

Contract No. BT-1943

	<u>Costs</u>	<u>Fee</u>	<u>Total</u>
Contractor's submission			
Auditor's recommendation			
Reduction in costs and fee			

*Impact of incentive fee cost sharing.

Settlement

Contractor's submission
Amount negotiated
Effective savings

	<u>Cost</u>	<u>Fee</u>

Tagged

Contract IK-4666

Contractor's submission
Auditor's recommendation
Reduction in costs

Costs

Fee

Total

25X1A

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Settlement

Contractor's submission
Amount negotiated
Effective savings

Cost

Fee

25X1A

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25X1A

Auditor General Representative (APL)

SPECIAL HANDLING
SECRET

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CONTRACTOR'S RELEASE

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Contract No. IK-4666

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Pursuant to the terms of Contract No. IK-4666 and in consideration of the sum of Dollars which has been or is to be paid under the said contract to Itek Corporation, 10 Maguire Road, Lexington, Massachusetts (hereinafter called the Contractor) or to its assignees, if any, the Contractor, upon payment of the said sum to the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its Officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract except:

25X1A

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:
2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract.
3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this Second day of February 19 65.

25X1A

Itek Corporation

WITNESSES:

BY

TITLE

25X1A

(NOTE: In the case of a corporation, witnesses are not required, but the certificate below must be completed.)

25X1A

CERTIFICATE

I, , certify that I am the Secretary (official title) of the corporation named as Contractor in the foregoing release; that who signed said release on behalf of the Contractor was then Vice President - Finance (official title)

of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

SECRET

25X1A

SECRET

CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES,
AND CREDITS

Contract No. IK-4666

Pursuant to the terms of Contract No. IK-4666 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, the ITEK Corporation, 10 Maguire Road, Lexington, Massachusetts (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government), all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Contracting Officer checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable cost of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this Second day of February 19 65

25X1A

Itek Corporation

or)

WITNESSES

By

Title

(NOTE: In the case of a Corporation, witnesses are not required, but the following certificate must be completed.)

25X1A

CERTIFICATE

25X1A

I, , certify that I am the Secretary
(official title) (official title)

of the corporation named as Contractor in the foregoing assignment; that
who signed said assignment on behalf of the Contractor
was then Vice President - Finance of said corporation; that said assignment was
(official title)

duly signed for and in behalf of said corporation by and
is within the scope of its corporate powers.
(CORPORATE SEAL)

SECRET

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